

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CHERIE WHITE,)	
)	
Plaintiff,)	Civil Action No.
)	1:16-cv-00893-TCB
vs.)	
)	
THE ONE GROUP, LLC,)	
)	
Defendant.)	

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter referred to as "Agreement"), is entered into by and between Cherie White, on behalf of herself, her heirs, executors, administrators, legal representatives and assigns (hereinafter referred to collectively as "White") and The One Group, LLC, The William Breman Jewish Home, Inc., and all of their respective present, past, and future affiliates, predecessors, heirs, successors, parents, subsidiaries, assigns, insurers, and each and every one of their respective owners, shareholders, servants, officers, directors, employees, agents, principals, relatives, representatives, beneficiaries, alter egos, and attorneys (hereinafter referred to collectively as "The Released Parties"). Throughout this Agreement, White and The Released Parties shall collectively be referred to as the "Parties." This Agreement shall not in any way be construed as an admission by

The Released Parties of any violation of any law or any other liability including common law liability to White.

WHEREAS, White alleged unlawful employment practices in violation of federal law against The Released Parties by bringing a lawsuit titled *Cherie White v. The One Group, LLC*, Case No. 1:16-CV-00893-TCB (N.D. Ga., Atlanta Division), allegations which the Released Parties vehemently deny;

NOW WHEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Released Parties agree to pay to White the total amount of **eight thousand five hundred dollars**, as follows:

A. One thousand dollars (\$1,000) representing unpaid overtime wages. This payment shall be treated as wages with the applicable taxes and legal deductions made;

B. One thousand dollars (\$1,000) representing liquidated damages. White shall provide The Released Parties with a W-9 form for this payment. No deductions shall be made from this check and a Form 1099 shall be issued; and

C. Six thousand five hundred dollars (\$6,500) to her attorney, Charles Bridgers, for attorney's fees and costs. Charles Bridgers shall provide The Released Parties with a W-9 form for this payment.

2. White agrees that this is a disputed claim. White agrees and acknowledges that, upon the approval of this Agreement by a court of competent jurisdiction, she releases and waives any and all claims for unpaid compensation that she actually brought or could have brought in the lawsuit filed against The One Group, LLC, Civil Action No. 1:16-cv-00893-TCB, against all of The Released Parties, including but not limited to claims for unpaid overtime and/or minimum wage under the Fair Labor Standards Act. The Parties agree to file an appropriate motion or pleading with the Court to dismiss White's claim with prejudice.

3. By entering into this Agreement, no Party admits any liability, fault or wrongdoing.

4. Each party shall be responsible for payment of their own attorneys' fees and costs, except as provided in Paragraph 1.

5. White represents and warrants that she is authorized to enter into and that she has the authority to perform the terms of this Agreement. White represents and warrants that she has not sold, assigned, transferred, conveyed or otherwise disposed of all or any portion of the Released Claims.

6. If any provision of this Agreement or the application thereof to any party or circumstances shall be determined to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other party or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic copies of the executed Agreement shall have the same force and effect as an original copy.

8. This Agreement is binding on each of the parties and their respective heirs, successors and assigns.

9. In the event any Party breaches this Agreement, the non-breaching Party shall be entitled to enforce all provisions of this Agreement in Court seeking all remedies available to it both in law and equity. The prevailing Party shall be entitled to recover its attorneys' fees and costs incurred in any proceeding to enforce this Agreement, including all fees and costs through all appeals.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its choice of laws or conflict of laws principles.


11. Except as expressly provided herein, the parties represent and warrant that in executing this Agreement, they do not rely upon and have not relied upon any oral or written representation, promise, warranty or understanding made by any of the parties or their representatives with regard to the subject matter, basis or effect of this Agreement.

12. The parties acknowledge that each party has participated in the drafting of this Agreement and each has had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that the party drafted the ambiguous language.

13. The parties acknowledge and assume the risk that additional or different facts which they believe to exist may now exist or may be discovered after this Agreement has been entered into. The parties agree that any such additional, different or contrary facts shall in no way limit, waive, affect or alter this Agreement.

14. White acknowledges that she has been advised to consult an attorney prior to signing this agreement. White understands that whether or not she consults with an attorney is her decision. In this respect, White has consulted with and been advised by Charles Bridgers, Esquire in this matter and is satisfied that Mr. Bridgers has provided her excellent legal advice and has explained to her all of her options in connection with this Agreement.

17. This Agreement, consisting of six (6) pages, is freely and voluntarily entered into by the parties. The parties acknowledge that they have read this Agreement and that they understand the words, terms, conditions and legal significance of this Agreement. This Agreement may be executed in counter-parts and electronic and facsimile copies shall be treated as originals.

Date: 5/11/17 
Cherie White

Date: 5/11 5/17/17 
Sign:
Print Name: Beth Laxton
Representative of The One Group, LLC